

MEMORANDUM

Agenda Item No. 14(A)(4)


TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: March 17, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution ratifying the action of the County in (1) applying for challenge grant funds in the amount of \$300,000.00 from the State of Florida Department of Children and Families for homeless continuum of care programs, (2) issuing a request for applications to select non-profit service provider sub-grantees and approving selection of sub-grantees, and (3) executing grant and sub-grant agreements; authorizing the County Mayor to exercise modification, renewal, termination and other provisions contained therein and to receive and expend State funds awarded; and approving retroactive waiver of Resolution No. 130-06

The accompanying resolution was prepared by Homeless Trust Department and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.



R. A. Cuevas, Jr.
County Attorney

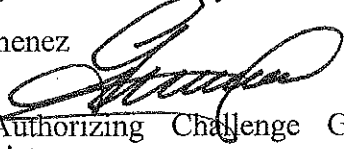
RAC/cp

Memorandum



Date: March 17, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing Challenge Grant and Sub-Grant Agreements for Homeless Assistance

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or the County Mayor's designee to receive and expend Challenge Grant funds from the Florida Department of Children and Families Office on Homelessness ("the State Agency"), in the amount of \$300,000.00, for homeless continuum of care programs for the purposes of providing housing and services to eligible homeless persons. It is further recommended that the Board ratify the action of the County Mayor or County Mayor's designee in executing grant and sub-grant agreements for the Challenge Grant program. Pursuant to Section 420.622 of the Florida Statutes, the State Agency administers Challenge Grants to lead agencies in the homeless continuum of care. The Board approved Resolution No. R-621-11 to authorize the County Mayor or County Mayor's designee to receive and expend up to \$100,000.00 annually under this program and to apply for additional funding. Miami-Dade County, through its Homeless Trust as lead agency of the County's homeless assistance continuum of care, has been selected to receive \$300,000.00, the maximum grant award available to a lead agency for fiscal year 2014-2015. Challenge Grant funding must be expended on eligible homeless services and programs by June 30, 2015. The County will provide sub-grants to non-profit agencies. Given the short timeline provided by the State, it was in the best interest of the County to waive the requirements of Resolution No. R-130-06 and to execute the grant agreement and sub-grant agreements as soon as possible.

Scope

Funding will be administered by the County and the services will be provided countywide through non-profit sub-grantees pursuant to program guidelines and applicable regulations.

Fiscal Impact/Funding Source

The Department of Children and Families shall reimburse the Homeless Trust for allowable expenditures incurred pursuant to the terms of this grant for a total dollar amount not to exceed \$300,000.00. Sub-grantees will be required to match 100 percent of the amount awarded. Funds which are not sub-granted and are retained by the County will be matched 100 percent with homeless continuum of care funds received by the County from the United States Department of Housing and Urban Development.

Track Record/Monitor

Victoria Mallette, Executive Director for the Miami-Dade County Homeless Trust will be responsible for overseeing the grant and sub-grants to ensure compliance with program requirements.

Background

In September, the State Agency issued the Challenge Grant solicitation for fiscal year 2014-15. The maximum grant award a lead agency may receive is \$300,000.00. The State Agency may choose to award a lead agency at a lesser amount. Challenge grant funds may be used to provide matching dollars required by other homeless grants provided through the United States Department of Housing and Urban Development. The County, through its Homeless Trust, issued a Request for Applications to eligible sub-grantees seeking match dollars for its current federally funded programs.

All sub-grantees who applied were awarded funding. The sub-grantees are as follows: Camillus House, Inc. (awarded \$25,589.00 for supportive services and transitional and permanent housing), Camillus Health Concern, Inc. (awarded \$30,000.00 for supportive services only), Psycho-Social Rehabilitation Center, Inc. [d/b/a Fellowship House] (awarded \$34,260.00 for permanent housing), Volunteers of America, Inc. (awarded \$15,659.00 for permanent housing), Lutheran Services Florida, Inc. (awarded \$6,028.00 for transitional housing), New Hope C.O.R.P.S., Inc. (awarded \$18,062.00 for transitional housing), Jewish Community Services of South Florida, Inc. (awarded \$37,717.00 for supportive services only), Carrfour Supportive Housing, Inc. (awarded \$49,450.00 for transitional housing), and Legal Services of Greater Miami, Inc. (awarded \$4,543.00 for supportive services only) (collectively, "Sub-grantees"). In addition, the County will retain \$78,692.00 of the Challenge Grant. Of the \$78,692.00 retained by the County, \$47,609.87 will fund transitional housing programs for victims of domestic violence and the Specialized Transitional Opportunity Program administered by the County's Community Action and Human Services Department, and \$31,082.13 will support the ongoing operation and maintenance of the Homeless Trust's Homeless Management Information System.

Support services matched through the Challenge Grant include out-patient mental health, medical, supportive employment, and legal services. The Homeless Trust Board, an advisory board to the Board, has recommended approval of the Challenge Grant and sub-grants.

Attachments



Russell Benford, Deputy Mayor




MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: March 17, 2015

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 14(A)(4)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(4)
3-17-15

RESOLUTION NO. _____

RESOLUTION RATIFYING THE ACTION OF THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE IN (1) APPLYING FOR CHALLENGE GRANT FUNDS IN THE AMOUNT OF \$300,000.00 FROM THE STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES FOR HOMELESS CONTINUUM OF CARE PROGRAMS, (2) ISSUING A REQUEST FOR APPLICATIONS TO SELECT NON-PROFIT SERVICE PROVIDER SUB-GRANTEES AND APPROVING SELECTION OF SUB-GRANTEES, AND (3) EXECUTING GRANT AND SUB-GRANT AGREEMENTS; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE MODIFICATION, RENEWAL, TERMINATION AND OTHER PROVISIONS CONTAINED THEREIN AND TO RECEIVE AND EXPEND STATE FUNDS AWARDED; AND APPROVING RETROACTIVE WAIVER OF RESOLUTION NO. 130-06

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Ratifies the action of the County Mayor or the County Mayor's designee in: (a) applying for funds from the State of Florida Department of Children and Families Office on Homelessness (the "State Agency") in the amount of \$300,000.00, for homeless continuum of care programs for the purposes of providing housing and services to eligible homeless persons; (b) issuing a Request for Applications to select non-profit service provider sub-grantees required by the State Agency; (c) approving selection of the following sub-grantees: Camillus House, Inc., Camillus Health Concern, Inc., Psycho-Social Rehabilitation Center, Inc. (d/b/a Fellowship House), Volunteers of America, Inc., Lutheran Services Florida, Inc., New Hope C.O.R.P.S.,

Inc., Jewish Community Services of South Florida, Inc., Carrfour Supportive Housing, Inc., and Legal Services of Greater Miami, Inc. (collectively, "Sub-grantees"); (d) executing a grant agreement with the State Agency, in substantially the form attached hereto and incorporated by reference as Exhibit A; and (e) executing sub-grant agreements, on a standard form agreement in substantially the same form as attached hereto and incorporated by reference as Exhibit B, with the Sub-grantees, in accordance with applicable regulations and program guidelines, following review by the County Attorney's Office.

Section 2. Authorizes the County Mayor or the County Mayor's designee to: (a) exercise any modification, termination, renewal and other provisions of the grant agreement and sub-grant agreements, in accordance with applicable regulations and program guidelines, for and on behalf of Miami-Dade County, Florida; and (b) receive and expend funds awarded in accordance with applicable regulations and program guidelines.

Section 3. Approves retroactive waiver of Resolution No. R-130-06.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	


The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of March, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Estephanie S. Resnik

EXHIBIT "A"

Contract No. KPZ28

Client ☒ Non-Client ☐

CFDA No. _____

THIS GRANT AGREEMENT* is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and Miami-Dade County, hereinafter referred to as the "Provider". The Department and Provider agree as follows:

*If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager."

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT.

1.1 Purpose and Contract Amount.

The Department is engaging the Provider for the purpose of providing services to individuals and families in Miami-Dade County who are homeless or about to become homeless, as further described in Section 2 hereof, payable as provided in Section 3 hereof, in an amount not to exceed \$300,000.00.

1.2 Effective and Ending Dates.

This Contract shall be effective on February 1, 2015 or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on February 1, 2015 or the effective date of this Contract, whichever is later, and shall end at midnight, Eastern time, on June 30, 2015, subject to the survival of terms provisions of Section 7.4 hereof.

☒ This Contract may not be renewed.

☐ This Contract may be renewed in accordance with Section 26 of the PUR 1000 Form and, if renewed, costs for the renewal may not be charged to this Contract.

☐ The renewal price(s) set forth in the bid, proposal, or reply are shown in Exhibit F__, subject to negotiation at renewal per section 287.057(13), Florida Statutes (F.S.). ☐ Not applicable.

1.3 Official Payee and Party Representatives.

a. The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: Miami-Dade County Homeless Trust

Address: 111 NW 1st Street

Suite 27-310

City: Miami State:FL Zip Code:33128

Phone: 305-375-1490

ext: _____

e-mail: _____

b. The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are:

Name: Victoria Mallette

Address: 111 NW 1st Street

Suite 27-310

City: Miami State:FL Zip Code:33128

Phone: 305-375-1490

ext: _____

e-mail: vmallette@miamidade.gov

c. The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: Theresa Phelan

Address: 1111 12th Street

City: Key West State: FL Zip Code: 33040

Phone: 305-293-6350

ext: _____

e-mail: trixie.phelan@myflfamilies.com

d. The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: Victoria Mallette

Address: 111 NW 1st Street

Suite 27-310

City: Miami State:FL Zip Code:33128

Phone: 305-375-1490

ext: _____

e-mail: vmallette@miamidade.gov

Per section 402.7305(1)(a), F.S., the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

1.4 Contract Document.

This Contract is composed of Sections 1 through 7 hereof, as well as Exhibits A through F and attachments 1 through 2 and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties.

1.4.1 The definitions found in the Standard Contract Definitions, located at: <http://www.dcf.state.fl.us/admin/contracts/docs/StandardContractTerms2014.pdf> are incorporated into and made a part of this Contract. Additional definitions may be forth in Exhibit A, Special Provisions.

1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8-13, 23, 27 and 31 of the PUR 1000 Form are not applicable to this Contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this Contract, such other terms or conditions shall take precedence over the PUR 1000 Form.

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 7 hereof, as provided therein.

1.4.4 In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

- a. Exhibits A through F;
- b. Any documents incorporated into any exhibit by reference;
- c. This Standard Contract;
- d. Any documents incorporated into this Contract by reference.
- e. Attachments 1 through 2.

2. STATEMENT OF WORK.

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Except for advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. The Department's determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks.

2.1 Scope of Work.

The Scope of Work is described in Exhibit B.

2.2 Task List.

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

2.3 Deliverables.

Deliverables shall be as described in Exhibit D.

2.4 Performance Measures.

2.4.1 Performance Measures for Acceptance of Deliverables. The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-2.

2.4.2 Minimum Performance Measures. To avoid contract termination, Provider's performance must meet the minimum performance standards set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed 6 months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the

Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS.

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1 hereof, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1 Method of Payment.

The Provider shall be paid in accordance with Exhibit F Method of Payment and Invoices.

3.2 Invoices.

3.2.1 Generally. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

3.2.2 Final Invoice. The final invoice for payment shall be submitted to the Department no more than 45 days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.3 Financial Consequences.

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1 hereof. The parties agree that the penalties provided for under Section 6.1 hereof constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2.3 hereof and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.4 hereof, to the extent of such error.

3.4 Overpayments and Offsets.

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement.

3.5 MyFloridaMarketPlace Transaction Fee.

This Contract is exempt from the MyFloridaMarketPlace transaction fee.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE.

4.1 Compliance with Statutes, Rules and Regulations.

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, including but not limited to those described in Exhibit A1, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2 Independent Contractor, Subcontracting and Assignments.

4.2.1 In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

4.2.2 The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.2.3 The Provider shall not assign its responsibilities under this Contract to another party, in whole or part, without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest. No payment shall be made under this Contract to any factor or other person who has been assigned or transferred the right to receive payment in lieu of or on behalf of the Provider except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld.

4.2.4 The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the Provider. In the event of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

4.2.5 The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.2.6 The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

4.3 Provider Indemnity.

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

4.3.1 If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

4.3.2 Further, the Provider shall indemnify the Department for all costs and attorneys fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 5.3. hereof, including litigation initiated by the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the

Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.4 Insurance.

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

4.5 Notice of Legal Actions.

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Department's Contract Manager will be notified within 10 days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.6 Intellectual Property.

It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

4.6.1 If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

4.6.2 All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.7 Transition Activities.

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

4.8 Real Property.

Any State funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

4.9 Publicity.

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.10 Sponsorship.

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.11 Employee Gifts.

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

4.12 Mandatory Reporting Requirements.

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at ig_complaints@dcf.state.fl.us. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY.

5.1 Records, Retention, Audits, Inspections and Investigations.

5.1.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.

5.1.2 Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

5.1.3 Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2 hereof.

5.1.4 These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 Code of Federal Regulations (CFR) s. 92.36(l)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

5.1.6 A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment 1.

5.1.7 The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2 Inspections and Corrective Action.

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 6.2.3 hereof.

5.3 Provider's Confidential and Exempt Information.

5.3.1 By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential or exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential or exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2 Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 5.3.2.a. hereof,

- a. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.
- b. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.a. hereof. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.a. hereof, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.4 Health Insurance Portability and Accountability Act.

☐ The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. s.1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

☒ In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of Attachment 2 to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

5.5 Confidential Client and Other Information. Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

5.6 Data Security. The Provider shall comply with the following data security requirements whenever the Provider or its subcontractors have access to Department data systems or maintain any client or other confidential information in electronic form:

5.6.1 An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.

5.6.2 The Provider shall provide the latest Departmental security awareness training to its staff who have access to departmental information.

5.6.3 All Provider employees who have access to Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

5.6.4 The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential Departmental data will not be stored on unencrypted storage devices.

5.6.5 The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential Departmental data.

5.6.6 The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5681, F.S. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Departmental data.

The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section 5.6 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION.

6.1 Financial Penalties for Failure to Take Corrective Action.

6.1.1 In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

6.1.2 The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.3 Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

6.1.4 The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

6.2 Termination.

6.2.1 In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2 In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

6.2.3 In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

6.2.4 Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

In the event of termination under Sections 6.2.1 or 6.2.2 hereof, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

6.3 Dispute Resolution.

Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 6.2 hereof.

All notices provided under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.3.d hereof by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

7. OTHER TERMS.

7.1 Governing Law and Venue.

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2 No Other Terms.

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

7.3 Severability of Terms.

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

7.4 Survival of Terms.

The parties agree that, unless a provision of this Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Contract concerning obligations of the Provider and remedies available to the Department are intended to survive the "ending date" or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Contract are consideration for such performance.

7.5 Modifications.

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

7.6 Most Favored Party Status.

The Provider represents and warrants that the prices and terms for its services under this Contract are no less favorable to the Department than those for similar services under any existing contract with any other party. The Provider further agrees that, within 90 days of Provider entering into a contract or contract amendment or offering to any other party services similar to those under this Contract under prices or terms more favorable than those provided in this Contract, the Provider will report such prices and terms to the Department; which prices or terms shall be effective as an amendment to this Contract upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to this Contract retroactively to the earlier of the effective date of this Contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit no later than July 31st of each year during the term of this Contract attesting that the Provider is in compliance with this provision; as required by section 216.0113, F.S.

7.7 Anticompetitive Agreements.

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

7.8 Communications.

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

7.9 Accreditation.

The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

7.10 Transitioning Young Adults.

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.11 DEO and Workforce Florida.

The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

7.12 Purchases by Other Agencies.

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon

such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4 hereof.

IN WITNESS THEREOF, the parties hereto have caused this 44 page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Miami-Dade County

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: 

Print/Type

Name: Carlos A. Gimenez

Title: Mayor

Date: 1/29/15

Signature: 

Print/Type: for

Name: Bronwyn Stanford

Title: Regional Managing Director

Date: 1/30/15

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

STATE AGENCY 29 DIGIT FLAIR CODE: _____

Federal Tax ID # (or SSN): 59-6000573

Provider Fiscal Year Ending Date: 09/30

EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Sections 1 through 7, above, as provided herein:

SECTION 1: ENGAGEMENT, TERM AND CONTRACT DOCUMENT

SECTION 2: STATEMENT OF WORK

SECTION 3: PAYMENT, INVOICE AND RELATED TERMS

SECTION 4: GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

SECTION 5: RECORDS, AUDITS AND DATA SECURITY

SECTION 6: PENALTIES, TERMINATION AND DISPUTE RESOLUTION

SECTION 7: OTHER TERMS

EXHIBIT A1- STATE AND FEDERAL LAWS, RULES AND REGULATIONS RELATING TO PERFORMANCE

As provided in Section 4.1 of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this Contract, as they may be enacted or amended from time to time. Provider acknowledges that it is independently responsible for investigating and complying with all State and Federal laws, rules and regulations relating to its performance under this Contract and that the below is only a sample of the State and Federal laws, rules and regulations that may govern its performance under this Contract.

A1-1 Federal Law.

A1-1.1 If this Contract contains Federal Funds, the Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 45 CFR, Parts 74 and 92, and other applicable regulations.

A1-1.2 If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

A1-1.3 If this Contract contains over \$100,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.

A1-1.4 No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

A1-1.5 If this Contract contains Federal Funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

A1-1.6 Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. "Employee assigned to the contract" means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

A1-2 Civil Rights Requirements. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 30 days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

A1-3 Use of Funds for Lobbying Prohibited. The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

A1-4 Public Entity Crime and Discriminatory Contractors. Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has

been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

A1-5 Whistleblower's Act Requirements. In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

A1-6 Public Records.

A1-6.1 As required by section 287.058(1)(c), F.S., the Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

A1-6.2 As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Provider upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

A1-7 Support to the Deaf or Hard-of-Hearing.

A1-7.1 Where direct services are provided, the Provider and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Procedure (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf or Hard-of-Hearing."

A1-7.2 If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Grant or Contract Manager within 14 calendar days of the effective date of this requirement.

A1-7.3 The Provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing

customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

A1-7.4 The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

A1-7.5 The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice can be downloaded through the Internet at: <http://www.myfilamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

A1-7.6 The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

A1-7.7 If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

A1-7.8 The Department requires each contract/subcontract provider agency's direct service employees to complete Serving our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

A1-8 Client and Other Confidential Information. State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30645 CFR §400.27(a) and 45 CFR §205.50. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

A1-9 PRIDE. Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

A1-10 Recycled Products. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

A1-11 Scrutinized Companies. If this Contract is for an amount of \$1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

A1-12 Federal Funding Accountability and Transparency Act. The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$25,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds.

A1-13 Prompt Payment and Vendor Ombudsman. Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. Any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one (1) dollar will not be paid unless the

Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

A1-14 Timely Payment of Subcontractors. To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

A1-15 Employment Screening.

A1-15.1 The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

- a. Employment history checks;
- b. Fingerprinting for all criminal record checks;
- c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
- d. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- e. Security background investigation, which may include local criminal record checks through local law enforcement agencies.
- f. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

A1-15.2 The Provider shall sign an affidavit each State fiscal year for the term of the contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

A1-16 Human Subject Research. The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46, and 42 U.S.C. section 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

A1-17 Coordination of Contracted Services. Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers; and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with Section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

- Name of each contracting State agency and the applicable office or program issuing the contract;
- Identifying name and number of the contract;
- Starting and ending date of each contract;
- Amount of each contract;
- A brief description of the purpose of the contract and the types of services provided under each contract;
- Name and contact information of each Contract Manager.

See N/A for additional laws, rules and regulations affecting performance of this Contract.

EXHIBIT A2 – SUPPLEMENTAL SPECIAL PROVISIONS

A2.1 The following provisions supplement or modify the provisions of Section 1, above, as provided herein:

A2-1 SECTION 1: ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A2-1.1 The following Section 1.4.1.1 is added:

1.4.1.1 Program or Service Specific Terms

1.4.1.1.1 At Risk of Homelessness— an individual or family who:

1.4.1.1.1.1 Has an annual income at or below 50 percent of median family income for the State of Florida;

1.4.1.1.1.2 Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in the "homeless" definition below; and

1.4.1.1.1.3 Meets one of the following conditions:

1.4.1.1.1.3.1 Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

1.4.1.1.1.3.2 Is living in the home of another because of economic hardship;

1.4.1.1.1.3.3 Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

1.4.1.1.1.3.4 Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by State, or local government programs for low-income individuals;

1.4.1.1.1.3.5 Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;

1.4.1.1.1.3.6 Is exiting a publicly funded institution; or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

1.4.1.1.1.3.7 Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

1.4.1.1.2 Homeless – means:

1.4.1.1.2.1 An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

1.4.1.1.2.1.1 An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

1.4.1.1.2.1.2 An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

1.4.1.1.2.1.3 An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

1.4.1.1.2.2 An individual or family who will imminently lose their primary nighttime residence, provided that:

1.4.1.1.2.2.1 The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

1.4.1.1.2.2.2 No subsequent residence has been identified; and

1.4.1.1.2.2.3 The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing; or

1.4.1.1.2.3 Any individual or family who:

1.4.1.1.2.3.1 Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

1.4.1.1.2.3.2 Has no other residence; and

1.4.1.1.2.3.3 Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

EXHIBIT B - SCOPE OF WORK

B-1 Grant Agreement Terms

B-1.1 Grant agreement terms used in this document can be found in the Florida Department of Children and Families Glossary of Grant and/or Contract agreement Terms, which is incorporated herein by reference and can be obtained from the Grant Manager.

B-1.2 For the purposes of this agreement the term "grant" can be used interchangeably with the term "contract" and the term "recipient" can be used interchangeably with the term "provider". These terms will be subject to the terms and conditions of this contract.

B-2 **Scope of Service** Support Services, Permanent Housing and Transitional Housing Services shall be provided in Miami-Dade County to expand services in accordance with the Provider's response to the Department's Challenge Grant solicitation LPZ14.

B-3 Major Goals of the Grant

The major goals of this Challenge Grant are to help reduce homelessness in Miami-Dade County by keeping people housed, increasing the number of people to obtain housing, increasing employability, providing the opportunity for family reunification, increased income thorough entitlements and/or mainstream resources and increased outreach for the hard to reach as well as increased awareness of resources for those experiencing homelessness. In order to maximize funding for service delivery, pursuant to 420.622(4), Florida Statutes, the Provider must provide matching funds or in-kind support in an amount equal to the grant. Providers may use up to a maximum of eight percent (8%) of the grant amount for administrative costs (section 420.622(4)(d), Florida Statutes).

B-4 Service Area/Locations/Times

B-4.1 **Service Location** – The lead agency shall oversee service provided under this Challenge Grant. The lead agency's administrative office is located at:

Miami-Dade County Homeless Trust
111 NW 1st Street, Miami, Florida 33128

B-4.2 Services shall be provided by the following agencies:

- B-4.2.1. LEGAL SERVICES OF GREATER MIAMI 3000 Biscayne Blvd, Miami, FL
- B-4.2.2. CAMILLUS HEALTH CONCERN 336 N.W. 5th Street, Miami, FL
- B-4.2.3. JEWISH COMMUNITY SERVICES (JCS) OF SOUTH FLORIDA 18999 Biscayne Blvd, Miami, FL
- B-4.2.4. CAMILLUS HOUSE, INC. 1603 N.W. 7th Avenue, Miami, FL
- B-4.2.5. MIAMI-DADE COUNTY COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT (CAHSD) 701 N.W. 1st Court, Miami, FL
- B-4.2.6. CARRFOUR 207 N.E. 62ND Street, Miami, FL
- B-4.2.7. NEW HOPE C.O.R.P.S 1020 N. Krome Avenue, Homestead, FL
- B-4.2.8. LUTHERAN SERVICES FLORIDA 16201 S.W. 95th Avenue, Suite 300, Perrine, FL
- B-4.2.9. VOLUNTEERS OF AMERICA 1492 W. Flagler Street, Miami, FL
- B-4.2.10. FELLOWSHIP HOUSE 5711 South Dixie Highway, South Miami, FL

B-5 **Clients to be Served** – The Provider must serve clients who are homeless or at risk of homelessness— including individuals, families and at-risk youth up to 21 years of age— that have an annual income at or below 50% Annual Median Income (AMI), according to the definitions in Section A2-1.1.

B-6 Client Eligibility—The Provider agrees that all persons meeting the target population description in the paragraph above are eligible for services based on the availability of resources.

B-7 Client Determination

- B-7.1 The determination of client eligibility under this grant agreement is the responsibility of the Provider.
- B-7.2 The Department reserves the right to review the Provider's determination of client eligibility and override the determination of the Provider.
- B-7.3 In the event of a dispute regarding client eligibility, the dispute shall not preclude the Provider from providing the provision of services to eligible individuals until the dispute is resolved.
- B-7.4 In the event of any disputes regarding the eligibility of clients, the determination made by the Department is final and binding on all parties

B-8 Equipment

It is the responsibility of the Provider to supply at its own expense, any equipment (aside from equipment purchased with funds from this grant agreement) necessary to provide services under this grant agreement. All equipment acquired under this grant agreement will be inventoried annually.

B-9 Grant Limits —

This grant agreement is limited to funding from February 1, 2015, or the date of grant execution, whichever is later, to and including June 30th, 2015. Funding is limited to no more than \$300,000.00 for the grant period and must be met with a dollar for dollar match requirement according to section 420.622(4), Florida Statutes. There is no provision for renewal or extension of this grant agreement.

EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1 Service Tasks

C-1.1 To support the goals in Section B-3, the following tasks must be completed during the grant agreement period:

C-1.1.1 Support Services (SS)

The Provider shall ensure the delivery of Support Services which are services to assist individuals to retain or obtain housing. These services will include behavioral health services, legal services, employment services and health care.

C-1.1.2 Permanent Housing (PH)

The Provider shall ensure the delivery of Permanent Housing services for homeless and/or homeless disabled individuals which will also include support services such as case management, therapy, etc.

C-1.1.3 Transitional Housing (TH)

The Provider shall ensure the delivery of Transitional Housing services which is described as short-term, up to two years, of stable housing which will include support services such as case management and therapeutic services.

C-2 Administrative Tasks

C-2.1 Staffing

C-2.1.1 The Provider ensure that sub-grantees maintain sufficient and appropriate staff to deliver the proposed services reflected in the grant agreement. The Provider shall maintain an adequate administrative organizational structure and support staff to conduct its contractual responsibility.

C-2.1.2 The Provider shall ensure that any employee whose continued presence would be detrimental to the success of the project, as may be determined by the Department, shall be replaced.

C-2.2 Professional Qualifications

The Provider shall ensure that staff maintain sufficient qualifications to carry out the duties of this grant agreement. Minimum professional qualifications for staff shall be determined by the Provider. The position descriptions as described in the Provider's application submitted in response to the grant applications shall remain in place until written approval for any changes is obtained from the Department.

C-2.3 Subcontracting

This grant agreement allows the Provider to allocate the grant to programs, services, or housing providers that implement the local homeless assistance continuum care plan. The lead agency may provide subgrants to a local agency to implement programs or services or provide housing identified for funding in the lead agency's response to Grant Application LPZ14. All subcontracting is subject to the provisions of Section 4 of the Standard Contract Agreement and must be approved prior by the Department. The Provider may not subcontract services not listed in their response to Grant Application LPZ14.

C-2.4 Records and Documentation

C-2.4.1 To the extent that information is utilized in the performance of the resulting grant agreement or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the

Provider's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the resulting grant agreement, which entitles the department to unilaterally cancel the grant agreement. The Provider is required to notify the Department in writing of any requests made for public records.

C-2.4.2: All documents pertaining to the program shall be retained by the Provider for a period of six (6) years after the termination of the grant agreement, or longer as may be required by any renewal or extension of the grant agreement. During the record retention period, the Provider agrees to provide all documents required to be retained upon demand by the Department.

C-2.4.3: The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs of any fine or penalty imposed as a result of improper disclosure by the Provider of confidential records may be maintained manually or electronically.

C-2.5 Reports (programmatic and to support payment)

C-2.5.1 All tasks and activities under this contract shall be documented in the following reports.

C-2.5.1.1 Performance Data Report (Exhibit E1). This report includes the monthly outcome of the minimum performance measures identified in Section E-1 and is due within 30 days following the month of service.

C-2.5.1.2 2014/2015 Challenge Grant Status Report (Exhibit C1). This report provides a line item review of the grant funds received and disbursed to sub-grantees for each activity or use contained in the Challenge Grant application. Reports are due with the invoice following the month of service.

C-2.5.1.2.1 With the submission of the final report ending June 30, 2015, the Provider shall attach an evaluation of the grant's effectiveness in achieving the intended purposes, in accordance with Section 2.1.4 of the LPZ14 application instructions.

C-2.5.2 The Provider shall maintain and submit to the Department the following:

Report Title	Reporting Frequency	Report Due Date	Number of Copies	DCF Office to receive report(s)
Invoice/Expenditure Report (Exhibit F2)	Monthly	20 th of each month following service, or next business day if Saturday, Sunday or holiday	1 each	Grant Manager and Office on Homelessness
Performance Data Report (Exhibit E1)	Monthly	20 th of each month following service, or next business day if Saturday, Sunday or holiday	1 each	Grant Manager
2014/2015 Challenge Grant Status Report (Exhibit C1).	Monthly	20 th of each month following the reporting end date, or next business day if Saturday, Sunday or holiday	1 each	Grant Manager and Office on Homelessness

C-2.5.2.1 The Provider shall submit the required reports listed in the above chart to the Grant Manager at the following address:

Theresa Phelan
DCF Contract Management
111 12th Street #304
Key West, Florida 33040

29

C-2.5.2.2 The Provider shall submit the required reports listed in the above chart, where indicated, to the State Office on Homelessness at the following address:

Department of Children and Families
State Office on Homelessness
1317 Winewood Blvd, Building 3, Room 201
Tallahassee, FL 32399-0700

C-2.5.3 Mere receipt of reports shall not be construed to mean or imply acceptance of those reports or services. The Department reserves the right to reject reports or invoices as incomplete, inadequate, or unacceptable.

C-3 Client Risk Prevention.

C-3.1 If services to clients are to be provided under this Grant Agreement, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

C-4 Standard Contract Requirements. Provider will perform all acts required by Sections 4, 5 and 7 of the Standard Contract.

Exhibit C1

2014/2015 CHALLENGE GRANT MONTHLY STATUS REPORT

Grant #KPZ28

LEAD AGENCY: _____

REPORT PERIOD — Check one:

☐

Report ending: _____

Final: If this is your final report, the Lead Agency shall attach an evaluation of the grant's effectiveness in achieving the intended purposes, in accordance with Section 2.1.4 of the LPZ14 application instructions.

Provide a copy of this report to BOTH your DCF Grant Manager and to the Office on Homelessness.

1. Financial

Provide a line item review of the grant funds received and disbursed to sub-grantees for each activity or use contained in your Challenge Grant application.

Total Grant Award to Lead Agency:

\$300,000.00

Total Grant Received by Lead Agency:

(Including advances from the Department to the Lead Agency)

Total Grant disbursed to Sub-grantees by Lead Agency:

SS= Support Services TH= Transitional Housing PH= Permanent Housing				
List each Sub-Grantee	List each grant activity/use From Exhibit F of the Challenge Grant application	Original Amount Awarded Sub-grantee	Grant amount Received by the Sub-Grantee YTD	Grant Balance Due to the Sub-Grantee
1. LEGAL SERVICES OF GREATER MIAMI	1. Homeless Legal Assistance Project - SS	\$4,543.00		
2. CAMILLUS HEALTH CONCERN	1. Healthcare for the Homeless - SS	\$30,000.00		
3. JCS OF SOUTH FLORIDA	1. Employment and Vocational Training - SS	\$37,717.00		
4. CAMILLUS HOUSE, INC.	1. Mental Health Initiative - SS	\$14,424.00		
	2. Brother Abraham - TH	\$4,923.00		
	3. Sommerville Residences - PH	\$6,242.00		
5. MIAMI-DADE COUNTY- CAHSD	1. ITS -- TH	\$30,320.04		
	2. ITN -- Phase I - TH	\$5,483.25		
	3. ITN -- Phase II -TH	\$2,448.58		
	4. STOP - TH	\$9,358.00		
6. CARRFOUR	1. TAH -TH	\$16,940.00		
	2. ITHOP - TH	\$32,510.00		
7. NEW HOPE C.O.R.P.S	1. Regeneration - TH	\$18,062.00		

8. LUTHERAN SERVICES FLORIDA	1. New Beginnings - TH	\$6,028.00		
9. VOLUNTEERS OF AMERICA	1. HOGAR I - PH	\$8,119.00		
	2. HOGAR II - PH	\$7,540.00		
10. FELLOWSHIP HOUSE	1. Coconut Grove I - PH	\$11,650.00		
	2. Coconut Grove II - PH	\$9,470.00		
	3. Scattered Sites - PH	\$13,140.00		
11. HOMELESS TRUST	1. HMLS	\$31,082.13		

2. Progress on Completion of the Grant Activity(s)

- a. For each funded activity, complete the below table showing a comparison of work accomplished to date versus planned timeframes for completion of the activity as outlined in your application.

Activity/Use from Exhibit F3	Timeframe for completion according to the grant application	Actual date of completion
1. Support Services		
2. Transitional Housing		
3. Permanent Housing		

- b. Provide detailed explanations for any delays in carrying out a grant activity, reasons for any delays, and steps being taken to assure completion of the activity or use by June 30, 2015.

- c. Should any activity be identified as facing the likelihood of NOT BEING COMPLETED BY JUNE 30, 2015, list the activity, explain the reason the activity will not be completed, and describe corrective actions being taken (e.g. amendment to reduce grant award, return of funds, identification of other uses that could be completed by June 30, 2015 etc.).

Performance Measures

The Lead Agency shall provide a thorough evaluation of the effectiveness of the Challenge Grant in achieving the stated purpose set forth by the Lead Agency in its application for funding. The Lead Agency shall document progress toward achieving the performance measures outlined in their application. In addition, the Lead Agency shall document and report on the number of Individuals served by each funded activity. Provide aggregate totals *only*.

Activity	Type of Service Provided	Number of Individuals Served for the Reporting Period	Number of Individuals Served during Grant Period (to date)	Describe Population Served (e.g. Adults, Families, Children, Youth, Veterans, general population, etc.)
1. Support Services	Legal Services of Miami - Legal Assistance Project			
	Camillus Health Concern ~ Project Dade Cares			
	Camillus House - Mental Health Initiative			
	JCS of South Florida - Project Hope			
2. Transitional Housing	Miami- Dade County - CAHSD ITS			
	Miami- Dade County - CAHSD ITN Phase I			
	Miami- Dade County - CAHSD ITN Phase II			
	Miami- Dade County - CAHSD STOP			
	Carfour - TAH			
	Carfour - ITHOP			
	New Hope C.O.R.P.S - Regeneration			
	Lutheran Services Florida - New Beginnings			
	Camillus House - Brother Abraham			
3. Permanent Housing	Volunteers of America - HOGAR I			
	Volunteers of America - HOGAR II			
	Fellowship House - Coconut Grove I			
	Fellowship House - Coconut Grove II			
	Fellowship House - Scattered Sites			
	Camillus House - Sommerville Residence			

CERTIFICATION OF ACCURACY

The above information is true and accurate, based upon documentation available for inspection at the offices of the Lead Agency, as of the date executed below.

LEAD AGENCY CONTACT: _____

Print Name

Signature

DATE: _____

EXHIBIT D – DELIVERABLES

D-1 Service Targets

D-1.1 Over the lifetime of this Grant Agreement the Provider shall attain the service targets summarized in the table below:

Grant Activity	Number of Persons to Be Served
Support Services	615
Permanent Housing	269
Transitional Housing	220

D-2 Performance Measures for Acceptance of Deliverables

D-2.1 The following minimum numbers of persons are required to be served monthly:

D-2.1.1 Support Services:	21
D-2.1.2 Permanent Housing	94
D-2.1.3 Transitional Housing	47

D-2.2 Documentation to support the acceptance of deliverables shall be maintained and submitted in accordance with section F-5.1.

D-2.3 Should the Provider fail to meet the criteria for acceptance of deliverables specified in Section D-2.1 above, financial consequences shall be applied as per section F-8.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 Minimum Performance Measures. The following minimum performance measures are established pursuant to Section 2.4.2 of the Standard Contract and shall be maintained during the terms of this contract.

E-1.1 90% of households receiving permanent housing assistance will remain in permanent housing throughout the grant period

E-1.2 50% of individuals exiting transitional housing will demonstrate successful outplacement into permanent destinations

E-1.3 20% of all homeless individuals receiving support services shall become stably housed during the grant period

E-2 Performance Evaluation Methodology. The Department will monitor the performance in achieving the performance measures in Section E-1 according to the following methodology:

E-2.1 For the measure in Section E-1.1, the percentage of performance that meets the performance measure will be determined by dividing the of households receiving permanent housing assistance remaining in permanent housing by the total number of households receiving permanent housing assistance during the grant period.

$$\begin{array}{lcl} \text{Numerator} & \text{Number of households receiving permanent housing assistance} & \\ & \text{who remain in permanent housing} & \\ \text{Denominator} & \frac{\text{Total number of households receiving permanent housing assistance}}{\text{during the grant period}} & \text{Target = 90\%} \end{array}$$

E-2.2 For the measure in Section E-1.2, the percentage of performance that meets the performance measure will be determined by dividing the number of individuals exiting transitional housing who demonstrate successful outplacement into permanent destinations by the total number of individuals exiting transitional housing.

$$\begin{array}{lcl} \text{Numerator} & \text{Number of individuals exiting transitional housing who demonstrate successful} & \\ & \text{outplacement into permanent destinations} & \\ \text{Denominator} & \frac{\text{Total Number of individuals exiting transitional housing}}{} & \text{Target = 50\%} \end{array}$$

For the measure in Section E-1.3, the percentage of performance that meets the performance measure will be determined by dividing the number of homeless individuals receiving support services who became stably housed during the grant period by the total number of homeless individuals receiving support services during the grant period.

$$\begin{array}{lcl} \text{Numerator} & \text{Number of homeless individuals receiving support services} & \\ & \text{who became stably housed during the grant period} & \\ \text{Denominator} & \frac{\text{Total number of homeless individuals receiving support services}}{\text{during the grant period}} & \text{Target = 20\%} \end{array}$$

E-3 Reporting Requirements

E-3.1 Measures E-1.1 through E-1.3 will be reported monthly utilizing the Performance Data Report (Exhibit E1).

EXHIBIT E1

Performance Data Report

Prepared by: _____

KPZ28
Contract

Service Month: _____

Miami Dade County Homeless Trust

Signature: _____

Date: _____

1. Permanent Housing

a. # of households receiving permanent housing assistance who remain in permanent housing _____

b. Total # number of households receiving permanent housing assistance during the grant period _____

c. Percentage of households receiving permanent housing assistance who remain in permanent housing (a divided by b) _____

The standard target for this measure is:

90%

2. Transitional Housing

a. # of individuals exiting transitional housing who demonstrate successful outplacement into permanent destinations _____

b. Total # of individuals exiting transitional housing _____

c. Percentage of individuals exiting transitional housing who demonstrate successful outplacement into permanent destinations. (a divided by b) _____

The standard target for this measure is:

50%

3. Support Services

a. # of homeless individuals receiving support services who became stably housed during the grant period _____

b. Total # of homeless individuals receiving support services during the grant period _____

a. Percentage of homeless individuals receiving support services who became stably housed during the grant period. (a divided by b) _____

The standard target for this measure is:

20%

EXHIBIT F - METHOD OF PAYMENT

F-1 Payment Clauses

F-1.1 This is a cost reimbursement grant. Costs associated with carrying out services under this grant agreement must first be paid by the Provider. The Provider will submit invoices for eligible costs to the Department for reimbursement in accordance with the Department of Financial Services Reference Guide For State Expenditures which is incorporated by reference. For convenience, pages 30-31 and 41-42 of the Reference Guide For State Expenditures is included in Exhibit F1. A copy can be requested upon request to the Grant Manager or located at the Florida Department of Financial Services website.

F-1.2 The Department shall reimburse the Provider for allowable expenditures incurred pursuant to the terms of this grant agreement for a total dollar amount not to exceed \$300,000.00, subject to the availability of funds, and the Provider's required match of 100 percent. This project is comprised of state funding through a Challenge Grant for the homeless.

F-2 Invoice Requirements

F-2.1 The Provider shall request reimbursement on a monthly basis through the submission of a properly completed invoice, Exhibit F2, no later than twenty (20) days following the end of the month for which reimbursement is being requested. Charges on the invoice must have supporting documentation attached which shall include each sub-grantee's invoice and monthly Challenge Grant Report. Payment shall be contingent upon receiving and accepting the invoice and all required reports and supporting documentation submitted to the Grant Manager.

F-2.2 Payment may be authorized only for allowable expenditures on the invoice which are in accordance with the limits specified in the approved Budget (Exhibit F3), as submitted to the Department of Children and Families for the Challenge Grant Program and its applicable program component.

F-2.3 If no services are due to be invoiced from the preceding month, the Provider shall submit a written document to the Grant Manager, indicating this information within twenty (20) days following the end of the month.

F-3 Supporting Documentation Requirements. Documentation of all expenses incurred under a cost reimbursement grant must accompany the properly completed invoice. In addition to the documentation required in Exhibit F1, documentation also includes but is not limited to the following:

F-3.1 Professional Service Fees on a time/rate basis. The invoice must include a general statement of the services being provided. The time period covered by the invoice, as well as the hourly rate times the number of hours worked, must be stated. Supporting documentation must be included detailing the hours represented on the invoice. Such documentation should include timesheets or a time log and copies of canceled payroll checks. The State's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

F-3.2 Postage and Reproduction Expenses. Purchases made from outside vendors must be supported by paid invoices or receipts. Purchases for all in-house postage (e.g., postage meter) and reproduction expenses must be supported by usage logs or similar documents.

F-3.3 Expenses. Receipts are required for all expenses incurred (e.g., office supplies, printing, long distance telephone calls, etc.)

F-3.4 Travel. For all travel expenses, a department travel voucher, Form DFS-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058(1)(b), Florida Statutes, requires that bills for any travel expense shall be submitted in accordance with s. 112.061, Florida Statutes, governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of DCF Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.

F-4 Budget Changes. The Provider must submit to the Department a written request for budget changes and obtain written approval before a change is implemented. Such changes between categories may be allowed if the following conditions are met:

- F-4.1 There is no change in the scope or objectives of the grant agreement.
- F-4.2 The changes do not increase or decrease the original dollar amount in the total budget.
- F-4.3 There is another category in the budget from which funds can be shifted.
- F-4.4 The changes do not involve establishing a new category or totally eliminating an existing category.
- F-4.5 Budget changes which do not meet the above conditions will require a properly executed grant agreement amendment, signed by the Provider and the Department on or before the effective date for implementation of the specified change.

F-5 Service Delivery Documentation.

F-5.1 The invoice must be accompanied by the **Monthly 2014/2015 Challenge Grant Report (Exhibit C1)**. The Provider must maintain records documenting the total number of clients and names or unique identifiers of clients to whom services were provided, the type(s) of service provided and the dates on which services were provided so that an audit trail documenting service provision is available. Any payment requested under the terms of this grant agreement may be withheld until the evaluation and reports due from the Provider and adjustments thereto have been received and approved by the Department.

F-6 Match Requirements

F-6.1 Pursuant to 420.622(4), Florida Statutes, a match of 100% is required on the part of the Recipient. The match requirement may be satisfied by cash or an in-kind match subject to the following provisions:

F-6.1.1 The value of materials used to improve/remodel, the fair market rental value of the space being utilized for the period and/or the lease expense paid by the organization or donated to the organization at fair market value. Volunteer services and donated professional services are to be valued at their actual fair market value within the community. Eligible match includes the value of goods and services, buildings and land, equipment, furnishings, supplies, staff, administrative support, volunteer manpower, donations, grants, cash, contributions, and rent, utility, insurance and maintenance expenditures. The match is to be dollar for dollar. Funds used for Challenge Grants match may not be concurrently utilized as match for other grants or funding sources.

F-6.1.2 There must be specific documentation as to the amount and source of all matching contributions.

F-6.1.3 Matching funds must be provided after the date of the grant agreement is executed.

F-7 MyFloridaMarketPlace Transaction Fee

F-7.1 This grant agreement is exempt from MyFloridaMarketPlace Transaction Fee in accordance with Rule 60A-1.032(1)(e), Florida Administrative Code.

F-8 Financial Consequences.

This grant agreement shall have financial consequences related to failure of the Provider to perform under the terms of the grant agreement and pursuant to Chapter 2013-154, Laws of Florida and section 215.971(1)(c), FS. Should the Provider fail to meet the criteria for acceptance of deliverables specified in Section D-2, the Department, after determining the absence of mitigating circumstances, shall impose a financial penalty not to exceed 2% of the amount that would otherwise be due to the Provider for the period of non-compliance and deduct said amount from the invoice. The Provider shall have the opportunity to recoup any financial penalties imposed if the Provider achieves the annual service targets listed in section D.1.

EXHIBIT F1 -Reference Guide on State Expenditures

The references below are from pages 30-31 and 41-42 of the Department of Financial Services, Reference Guide on State Expenditures.

~~Payment Processing Requirements for Services~~

The following requirements apply to all invoices submitted for payment.

1. *An invoice submitted for payment must be a legible copy. The original invoice is maintained by the agency. If an agency is filing a copy of the invoice as its original, it must contain the statement "original invoice not available, agency records show that this obligation has not been previously paid" with the signature of the person certifying the statement. Thermo fax copies, because of their temporary nature, shall not be filed as the original at the agency. It should be copied on a standard photocopy machine.*
2. *Invoices for commodities must clearly reflect a description of the item or items, number of units and cost per unit. Numerical code descriptions alone will not be accepted.*
3. *Invoices for services must also clearly reflect the specific deliverables that must be provided and accepted prior to payment.*
 - i. *Invoices for fixed unit rate agreements must show the number of units and cost per unit.*
 - ii. *Invoices for agreements paid out on a reimbursement basis or a fixed rate for a specific time period; e.g. quarterly, monthly, etc., must identify the deliverables provided or be supported by documentation (such as a progress report) that clearly reflects the deliverables provided during the invoice period. Documentation must evidence that the minimum performance standards were met.*
4. *No balances for prior purchases will be paid unless supported by an invoice.*
5. *A statement will not be paid unless it can be clearly shown that the vendor intended it to be used as an invoice that meets all invoice requirements.*
6. *All invoices shall be processed in accordance with s. 215.422, F.S., and the rules set forth in Rule 69I-24, F.A.C.*
7. *Invoices that are split payments require information showing the distribution of charges between funds for such invoice and a cross-reference of the statewide document numbers for all related vouchers.*
8. *Invoices and other supporting documentation included in a voucher must be grouped by vendor and arranged in the same order as the vendors are listed on the voucher schedule. If the voucher includes multiple invoices from the same vendor, the voucher must include a calculator tape or other evidence showing that the total of the invoices is equal to the amount shown on the voucher schedule.*
9. *Acronyms and non-standard abbreviations for programs or organizational units within an agency should not be used in the supporting documentation unless an explanation is also included.*

~~Payment Processing Requirements for Services~~

These payment processing requirements apply to agreements for services provided by vendors and recipients/sub-recipients.

Agencies are required to complete and submit a **Contract Summary Form** with each payment for agreements for services (including payments to recipients/sub-recipients). The Contract Summary Form information will be used by the Bureau of Auditing to pre-audit the invoice so the form must be complete and reflect specific information from the agreement. Information should clearly identify the specific deliverables including the minimum performance requirements and the payment criteria (compensation) for each deliverable. This information may be included on an attachment if there is insufficient space on the form.

The Summary Form is available on the Department of Financial Services website at www.myfloridacfo.com/aadlr/summary_csa.htm.

In addition to the requirements listed in "Invoices" and "Payment Processing," agreements for services require **additional** documentation based on the method of payment.

Agencies must submit an itemized invoice by expenditure category (salaries, travel, expenses, etc.). Each agency is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the agency is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Supporting documentation shall be maintained in support of expenditure payment requests for cost reimbursement contracts as provided in Comptroller's Memorandum No. 04 (1996-97). Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Types and examples of supporting documentation for cost reimbursement agreements:

Salaries: A payroll register or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher.

Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed based on a usage log which shows the units times the rate being charged. The rates must be reasonable.

Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

EXHIBIT F2

INVOICE/EXPENDITURE REPORT Monthly Expenditure Report and Request for Reimbursement

From _____ To _____

PROVIDER NAME: Miami-Dade County Homeless Trust

ADDRESS:

CONTRACT #: KP228

VENDOR NUMBER:

Category	Approved Line Item Budget	Monthly Expenditures & Reimbursement Request	Total Expended	Balance	Match Amount
GRANT/ACTIVITY USE					
Support Service					
Legal Services of Greater Miami	\$ 4,543.00			\$ 4,543.00	\$ -
Camillus Health Concern - Project Dade Cares	\$ 30,000.00			\$ 30,000.00	\$ -
JCS of South Florida - Project Hope	\$ 37,717.00			\$ 37,717.00	\$ -
Camillus House, Inc. - Mental Health Initiative	\$ 14,424.00			\$ 14,424.00	\$ -
Transitional Housing					
Miami-Dade County, CAHSD - ITS	\$ 30,320.04			\$ 30,320.04	\$ -
Miami-Dade County, CAHSD - ITN-Phase I	\$ 5,483.25			\$ 5,483.25	\$ -
Miami-Dade County, CAHSD - ITN-Phase II	\$ 2,448.58			\$ 2,448.58	\$ -
Miami-Dade County, CAHSD - STOP	\$ 9,358.00			\$ 9,358.00	\$ -
Carrefour Supportive Housing - TAH	\$ 16,940.00			\$ 16,940.00	\$ -
Carrefour Supportive Housing - THCP	\$ 32,510.00			\$ 32,510.00	\$ -
New Hope C.O.R.P.S. Inc. - Regeneration	\$ 18,062.00			\$ 18,062.00	\$ -
Lutheran Services Florida - New Beginnings	\$ 6,028.00			\$ 6,028.00	\$ -
Camillus House, Inc. - Brother Abraham	\$ 4,923.00			\$ 4,923.00	\$ -
Permanent Housing					
Volunteers of America - HOGAR I	\$ 8,119.00			\$ 8,119.00	\$ -
Volunteers of America - HOGAR II	\$ 7,540.00			\$ 7,540.00	\$ -
Fellowship House- Coconut Grove I	\$ 13,140.00			\$ 13,140.00	\$ -
Fellowship House- Coconut Grove II	\$ 11,650.00			\$ 11,650.00	\$ -
Fellowship House- Scattered Sites	\$ 9,470.00			\$ 9,470.00	\$ -
Camillus House, Inc. - Somerville Residences	\$ 6,242.00			\$ 6,242.00	\$ -
HIVIS					
Miami Dade County	\$ 31,082.13			\$ 31,082.13	\$ -
TOTAL	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00	\$ -
PAYMENT REQUEST		\$ -			

I hereby certify that the above report is a true, accurate and correct reflection of the activities of this period and that these expenditures reported are made only for items that are allowable and directly relate to the purposes of this referenced contract. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with the contract.

Deliverables	Minimum Requirement	Current Month Actuals
Support Services	21	
Transitional Housing	47	
Permanent Housing	94	

Authorizing Signature: _____	Title: _____	Date: _____
FOR DEPARTMENT USE ONLY DATE INVOICE RECEIVED: _____ DATE SERVICES PROVIDED: _____ DATE DELIVERABLE REVIEWED & APPROVED: _____ DATE PAYMENT APPROVED: _____ AUTHORIZING SIGNATURE: _____ TITLE: GRANT MANAGER		FOR DEPARTMENT USE ONLY <i>Less any Financial Consequences Imposed as per Section F-8:</i> _____ OCA: HMI00 TOTAL AUTHORIZED: \$ _____

**EXHIBIT F3
APPROVED BUDGET and NARRATIVE**

BUDGET and MATCH FORM
From Response to Challenge Grant Solicitation LPZ14-Exhibit 3

Grant/Activity Use	\$ Requested	\$ Match Amount	Agency Provider Name	Existing Service	New Service	# of Persons to Be Served
Homeless Legal Assistance Project	\$4,543.00	\$4,543.00	Legal Services of Greater Miami	X		62
Healthcare for the Homeless	\$30,000.00	\$30,000.00	Camillus Health Concern <i>Project Dade Cares</i>	X		300
Employment and Vocational Training	\$37,717.00	\$37,717.00	JCS of South Florida <i>Project Hope</i>	X		133
Mental Health Out-PT Services	\$14,424.00	\$14,424.00	Camillus House, Inc. <i>Mental Health Initiative</i>	X		120
Transitional Housing	\$30,320.04	\$30,320.04	Miami-Dade County, CAHSD <i>ITS</i>	X		55
Transitional Housing	\$5,483.25	\$5,483.25	Miami-Dade County, CAHSD <i>ITN Phase I</i>	X		10
Transitional Housing	\$2,448.58	\$2,448.58	Miami-Dade County, CAHSD <i>ITN Phase II</i>	X		9
Transitional Housing	\$9,358.00	\$9,358.00	Miami-Dade County, CAHSD <i>STOP</i>	X		12
Transitional Housing	\$16,940.00	\$16,940.00	Carfour <i>TAH</i>	X		16
Transitional Housing	\$32,510.00	\$32,510.00	Carfour <i>ITHOP</i>	X		36
Transitional Housing	\$18,062.00	\$18,062.00	New Hope C.O.R.P.S. <i>Regeneration</i>	X		30
Transitional Housing	\$6,028.00	\$6,028.00	Lutheran Services Florida <i>New Beginnings</i>	X		36
Transitional Housing	\$4,923.00	\$4,923.00	Camillus House, Inc. <i>Brother Abraham</i>	X		16
Permanent Housing	\$8,119.00	\$8,119.00	Volunteers of America <i>HOGAR I</i>	X		50
Permanent Housing	\$7,540.00	\$7,540.00	Volunteers of America <i>HOGAR II</i>	X		50
Permanent Housing	\$11,650.00	\$11,650.00	Fellowship House <i>Coconut Grove I</i>	X		20
Permanent Housing	\$9,470.00	\$9,470.00	Fellowship House <i>Coconut Grove II</i>	X		4
Permanent Housing	\$13,140.00	\$13,140.00	Fellowship House <i>Scattered Sites</i>	X		14
Permanent Housing	\$6,242.00	\$6,242.00	Camillus House, Inc. <i>Somerville Residences</i>	X		71
HMIS	\$31,082.13	\$31,082.13	Homeless Trust	X		N/A
Total						1044

EXHIBIT F3
APPROVED BUDGET and NARRATIVE
BUDGET NARRATIVE

Grant/Activity Use	Sub-Grantee	Funding	Description
Homeless Legal Assistance Project	Legal Services of Greater Miami	\$4,543.00	Helping homeless individuals achieve economic self-sufficiency by representing clients at hearings challenging the denial or termination of supplemental security income (SSI) benefits, food stamps, re-employment assistance benefits, the earned income tax credit, obtaining Medicaid and other related benefits, resolve identity theft and identification issues and consumer problems that interfere with the ability to be gainfully employed.
Healthcare for the Homeless	Camillus Health Concern <i>Project Dade Cares</i>	\$30,000.00	Provision of healthcare services for homeless individuals in Miami
Employment and Vocational Training	JCS of South Florida <i>Project Hope</i>	\$37,717.00	Project H.O.P.E. offers direct job placement and day labor training as well as short term vocational training throughout Miami Dade County
Mental Health Out-PT Services	Camillus House, Inc. <i>Mental Health Initiative</i>	\$14,424.00	HUD Mental Health Initiative Program provides behavioral health services to chronic homeless individuals with disabilities
Transitional Housing	Miami-Dade County, Community Action and Human Services Division <i>CAHSD</i>	\$30,320.04	Inn Transition South (ITS) provides transitional housing with on-site supportive services for homeless families headed by single mothers who are in temporary emergency shelter due to crisis, poverty, and/or domestic violence episodes
Transitional Housing	Miami-Dade County, CAHSD <i>ITN Phase I</i>	\$5,483.25	Inn Transition North (ITN) Phase I project provides transitional housing with on-site supportive services for homeless families headed by single mothers who are in temporary emergency shelter due to crisis, poverty, and/or domestic violence episodes
Transitional Housing	Miami-Dade County, CAHSD <i>ITN Phase II</i>	\$2,448.58	Inn Transition North (ITN) Phase II project provides transitional housing with on-site supportive services for homeless families headed by single mothers who are in temporary emergency shelter due to crisis, poverty, and/or domestic violence episodes
Transitional Housing	Miami-Dade County, CAHSD Specialized Training and Opportunities Program <i>STOP</i>	\$9,358.00	Comprehensive assessment of clients' current social, medical, mental health and substance use/abuse issues and education/employment needs to enable clients to successfully achieve his or her goals and objectives by addressing unmet needs.
Transitional Housing	Carfour <i>Transitioning to Affordable Housing</i>	\$16,940.00	Providing transitional, scattered sites rental assistance to homeless and at-risk families, in addition to a full array of support services such as case management, clinical services, life skills training, employment/training services, recreational activities, transportation and childcare.
Transitional Housing	Carfour <i>Transitioning to Home Ownership</i>	\$32,510.00	The THOP Program works with homeless and at risk families providing transitional, scattered-site rental assistance as well as case management, clinical services, life skills training, employment/training services, recreational activities, transportation and childcare.

Transitional Housing	New Hope C.O.R.P.S. Counseling Outpatient Residential & Professional Services	\$18,062.00	Regeneration program to provide transitional housing
Transitional Housing	Lutheran Services Florida <i>New Beginnings</i>	\$6,028.00	Transitional Housing program to place children and adults in permanent housing.
Transitional Housing	Camillus House, Inc.	\$4,923.00	Brother Abraham Program provides transitional housing to chronic homeless individuals with disabilities
Permanent Housing	Volunteers of America	\$8,119.00	Hogar I Volunteers of America of Florida provides permanent housing and intensive support services to homeless individuals who are chronically mentally challenged and/or dually diagnosed with co-occurring substance abuse as well as services to their families as needed and appropriate
Permanent Housing	Volunteers of America	\$7,540.00	Hogar II Volunteers of America of Florida provides permanent housing and intensive support services to homeless individuals who are chronically mentally challenged and/or dually diagnosed with co-occurring substance abuse as well as services to their families as needed and appropriate
Permanent Housing	Fellowship House <i>Coconut Grove I</i>	\$11,650.00	Coconut Grove I supportive housing project provides permanent supportive housing for homeless adult men and women debilitated by mental illness and individuals with co-occurring mental health and substance abuse disorders.
Permanent Housing	Fellowship House <i>Coconut Grove II</i>	\$9,470.00	Coconut Grove II supportive housing project provides permanent supportive housing for homeless adult men and women debilitated by mental illness and individuals with co-occurring mental health and substance abuse disorders.
Permanent Housing	Fellowship House <i>Scattered Sites</i>	\$13,140.00	Scattered Sites Supportive Housing Project provides permanent housing and supportive services for homeless adult men and women debilitated by mental illness and individuals with co-occurring mental health and substance abuse disorders.
Permanent Housing	Camillus House, Inc. <i>Somerville Residences</i>	\$6,242.00	Somerville Residence provides permanent supportive housing to homeless families with a disabled head of household
Homeless Management Information System	Homeless Trust	\$31,082.00	Continuum of Care Lead Agency managing the local HMIS

ATTACHMENT 1

The administration of resources awarded by the Department of Children & Families to the Provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's Inspector General, the state's Chief Financial Officer or the Auditor General.

AUDITS

A. PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the Provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. Contract manager for this contract (1 copy)

B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: single_audit@dcf.state.fl.us

- C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at: <http://harvester.census.gov/fac/collect/ddeindex.html> and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.
- D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the Provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.

ATTACHMENT 2

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;
- 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the Provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:

- 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

- 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
- 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
- 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
- 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).
- 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
- 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
 - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

- 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
- 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
 - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 - 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
 - 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
 - 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

EXHIBIT "B"

Provider _____
Department of Children and Families Homeless Prevention Grant Program
Grant Number: KPZ28

GRANT CONTRACT

This Grant Contract (the "Contract" or "Grant Agreement") is made and entered into as of this day of _____, 20____, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), having its principal office at 111 N.W. 1st Street, 27th Floor, Miami, Florida 33128 and _____/FEIN#: _____, a corporation organized and existing under the laws of the State of Florida, having its principal office at _____ ("Provider"), states conditions and covenants for the rendering of human and social services ("Services") for the County.

WHEREAS, the Provider provides or will develop social services of value to the County and has demonstrated an ability or desire to provide these services; and

WHEREAS, the County is the recipient of funds from the Florida Department of Children and Families (DCF) Challenge Grant, to provide match funding for the provision of homeless housing and supportive services for persons in Miami-Dade County.

WHEREAS, the provider shall adhere to all terms and conditions imposed on the County as outlined in the State of Florida Department of Children and Families (DCF) Challenge Grant agreement, as may have been amended and may be further amended, which is herein attached as Attachment A-1; and

WHEREAS, the County is desirous of assisting the Provider in providing those services and the Provider is desirous of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree the recitals above are hereby incorporated by reference as if fully set forth herein and the partners hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Grant Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Agreement" "Contract" or "Contract Documents" shall mean collectively these terms and conditions, the Scope of Services **Attachment A** and the Budget Documents **Attachment B** and all other attachments hereto, as well as all amendments or budget revisions issued hereto.
- b) The words "Contract Manager" shall mean Miami-Dade County's Director of the Homeless Trust ("County") or the Director's designee, or the duly authorized representative designated to manage the Contract.
- c) The word "Days" shall mean Calendar Days, unless otherwise specifically noted.
- d) The word "Deliverables" shall mean all documentation and any items of any nature

Provider _____
Department of Children and Families Homeless Prevention Grant Program
Grant Number: KPZ28

submitted by the Provider to the County for review and approval pursuant to the terms of this Contract.

- e) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Contract Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the County's Contract Manager.
- f) The words "Effective Term" shall mean the date on which this Contract is effective, including start date and end date.
- g) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- h) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.
- i) The words "Scope of Services" shall mean the document appended hereto as **Attachment A**, which details the work to be performed by the Provider.
- j) The word "subcontractor" or "sub consultant" shall mean any person, entity, firm or corporation, other than the employees of the Provider, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Provider and whether or not in privity of contract with the Provider.
- k) The words "Work", "Services", "Program", or "Project" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Contract.

ARTICLE 2. AMOUNT PAYABLE. Subject to available funds, the maximum amount payable for services rendered under this contract shall not exceed:

**DEPARTMENT OF CHILDREN AND FAMILIES
CHALLENGE GRANT PROGRAM**

\$_____.00

Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County. Availability of funds shall be determined at the sole discretion of the County.

All services undertaken by the Provider before the County's execution of this Contract shall be at the Provider's risk and expense.

It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

The County, at its sole discretion, may allow Provider an advance of N/A once the Provider has submitted an appropriate request and submitted an invoice in the form required by the County.

This Agreement is contingent upon ratification by the Board of the Miami-Dade County Commissioners (BCC).

ARTICLE 3. SCOPE OF SERVICES

The Provider shall render services in accordance with the Scope of Services incorporated herein and attached hereto as **Attachment A**.

The Provider shall implement the Scope of Services as described in **Attachment A** in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services shall not be effective until approved by the County and Provider in writing.

The Provider shall carry out the activities specified in **Attachment A**, the "Scope of Services," in Miami-Dade County, and adhere to minimum standards of housing and services as set forth in **Attachment A-2, "Standards of Care"** and incorporated here by reference. The provider shall also adhere to all terms and conditions imposed on the County as outlined in the State of Florida Department of Children and Families (DCF) contractual agreement, whose term is November 1, 2014 through June 30, 2015 (**Attachment A-1**) and its attachments, incorporated herein by reference ("The DCF County Contract"). The Provider shall also comply and be bound by all provisions, terms, conditions, amendments, addendum, changes or revisions applicable to the Provider pursuant to the County's contract with the Department of Children and Families (DCF), including such provisions, terms, conditions, amendments, addendum, changes or revisions made subsequent to the execution of the Agreement between the County and the Provider. In the event the Provider is unsure whether a provision in the DCF County Contract applies to the Provider, the Provider shall notify the County and the County shall in its sole discretion determine the provision's applicability to the Provider.

ARTICLE 4. BUDGET SUMMARY

The Provider agrees that all expenditures or costs shall be made in accordance with the Budget for the provision of services in accordance with Attachment A, the "Scope of Services". The Budget is attached hereto and incorporated herein as **Attachment B**. The Provider shall also be responsible for providing matching funds in the amount of \$_____.

The parties agree that the Provider will provide prevention and rapid-rehousing tenant-based rent assistance and other financial assistance and supportive services.

The parties agree that the Provider may, with the County's prior written approval; revise the schedule of payments or the line item budget, and such revision shall not require an amendment to this Contract.

Pursuant to Board of Miami-Dade County Commissioners Resolution 630-13, the Provider will submit a detailed project budget, and sources and uses statement as Attachment B-1, which shall be sufficiently detailed to show (i) the total project cost, (ii) the amount of funds to be used for administrative and overhead costs, (iii) whether the County funds will be 'gap' funds meaning that they would be the last remaining funds needed to ensure funding for the total project cost, (iv) any profit to be made by the Provider, and (v) the amount of funds devoted toward the provision of the desired services or activities.

The County Mayor or Mayor's designee may make unannounced, on-site visits during normal working hours to the Provider's headquarters and any location or site where the services contracted for under this Agreement are performed.

ARTICLE 5. EFFECTIVE TERM

Both parties agree that the Effective Term of this Contract shall commence on **February 1, 2015** and terminate at the close of business on **June 30, 2015**. Contingent on the existence of sufficient funding, performance and the approval of the County, this Contract may be extended at the County's sole discretion.

ARTICLE 6. INDEMNIFICATION BY PROVIDER

A. **Government Entity.** Government entity shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Fla. Stat.

B. **All Other Providers.** Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners

Provider
Department of Children and Families Homeless Prevention Grant Program
Grant Number: KPZ28

principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

C. **Term of Indemnification.** The provisions of Article 6 shall survive the expiration or termination of this Contract.

ARTICLE 7. INSURANCE

If the total dollar value of all County contracts with the Provider exceeds \$25,000 then the following insurance coverage is required:

A. **Government Entity.** If the Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes. The provider shall also furnish the County, upon request, written verification of Workers Compensation protection in accordance with Florida Statutes, Chapter 440.

B. **All Other Providers.**

1. **Minimum Insurance Requirements: Certificates of Insurance.** The Provider shall submit to Miami-Dade County, c/o Miami Dade County Homeless Trust (COUNTY), 111 N.W. 1st Street, 27th Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

A. All insurance certificates must list the County as "Certificate Holder" in the following manner:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

B. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statutes, Chapter 440.

C. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Contract, in an amount not

Provider _____
Department of Children and Families Homeless Prevention Grant Program
Grant Number: KPZ28

less than \$300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For Providers supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is \$500,000.

- E. Professional Liability Insurance in the name of the Provider, when applicable, in an amount not less than \$250,000.
- F. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 - 1. The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's Risk Management Division.

OR

- 2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and must be a member of the Florida Guaranty Fund.
- G. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the Certificate Holder.
- H. Compliance with the foregoing requirements shall not relieve the Provider of its liability and obligations under this Section or under any other section of this Contract.
- I. The County reserves the right to inspect the Provider's original insurance policies at any time during the term of this Contract.
- J. Applicability of this Article to Providers whose combined total award for all services funded under this Contract exceeds a \$25,000 threshold. In the event that the Provider whose original total combined award in less than \$25,000, but receives additional funding during the contract period which makes the total combined award exceed \$25,000, then the requirements in this Article shall apply.
- K. **Failure to Provide Certificates of Insurance.** The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Contract. If insurance certificates are scheduled to expire during the effective term, the Provider shall be responsible for submitting new or renewed insurance

certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the County may suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Contract.

ARTICLE 8. PROOF OF LICENSURE/CERTIFICATION AND BACKGROUND SCREENING

A. Licensure. If the Provider is required by the State of Florida or Miami-Dade County or any federal, state or local law or regulation to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish to the County a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, and boarding homes.

If the Provider fails to furnish the County with the licenses or certificates required under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement at the County's discretion.

B. Background Screening. The Provider agrees to comply with all applicable federal, state and local laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors. Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Provider agrees to ensure that employees, volunteers and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background

screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working or volunteering with a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

ARTICLE 9. CONFLICT OF INTEREST

A. The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.

B. No person under the employ of the County, who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, any personal financial interest, direct or indirect, in this Contract.

C. **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

Provider
Department of Children and Families Homeless Prevention Grant Program
Grant Number: KPZ28

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

D. No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program. Staff members, or their immediate family members (spouse, children, siblings, mother or father) of Homeless Trust funded programs, who are eligible for and wish to receive services from a Homeless Trust funded program must receive the approval of the Executive Director of their employer (i.e. the Provider) prior to applying for and receiving those services. This approval must be in writing and accompany any referral for such services. Any Provider knowingly accepting a referral of an employee of a Homeless Trust funded program, and providing services without the written approval of the Executive Director of the Provider, will be subject to the recoupment/disallowance by the County of any funds paid for services to this individual and/or their immediate family member. When the services are to be provided at the same agency the employee works for, this information must be disclosed in writing to the director of the Homeless Trust, which shall be reviewed for eligibility determination and a sign off must come from the County. This provision does not apply to staff members seeking emergency shelter, medical or legal services. Providers must complete a Client Services Authorization Form (**Attachment P**) for staff members seeking services.

ARTICLE 10. CIVIL RIGHTS

The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. §6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29

U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the Provider must submit an affidavit attesting that it is not in violation of the Acts. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the Provider.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.

Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

ARTICLE 11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI)" and/or "Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Provider and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the client for review;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books, and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Provider must give its clients written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information. Provider must post, and distribute upon request to service recipients, a copy of the County's Notice of Privacy Practices.

ARTICLE 12. NOTICE REQUIREMENTS

Provider
Department of Children and Families Homeless Prevention Grant Program
Grant Number: KPZ28

Notice under this Contract shall be sufficient if made in writing, delivered personally or sent via U.S. mail, electronic mail, facsimile, or certified mail with return receipt requested and postage prepaid, to the parties at the following addresses (or to such other party and at such other address as a party may specify by notice to others) and as further specified within this Contract. If notice is sent via electronic mail or facsimile, confirmation of the correspondence being sent will be maintained in the sender's files.

If to the COUNTY:

Miami-Dade County
Homeless Trust 111 N.W. 1st Street, 27th Floor
Miami, Florida 33128
Attention: Victoria L. Mallette, Executive Director
Electronic mail: VMallette@miamidade.gov

If to the PROVIDER:

Authorized Signatory
Title
Agency Name
Address
City, State, Zip Code
Electronic mail: _____

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 13. AUTONOMY

Both parties agree that this Contract recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

ARTICLE 14. SURVIVAL

The parties acknowledge that any of the obligations in this Contract, including but not limited to Provider's obligation to indemnify the County, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Provider under this Contract, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 15. BREACH OF CONTRACT: COUNTY REMEDIES

A. **Breach.** A breach by the Provider shall have occurred under this Contract if: (1) the Provider fails to provide the services outlined in the Scope of Services (**Attachment A**) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the County funds allocated under this Contract; (3) the Provider does not furnish the Certificates of Insurance required by this Contract or as determined by the County's Risk Management

Division; (4) if applicable, the Provider does not furnish upon request by the County proof of licensure/certification or proof of background screening required by this Contract; (5) the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Article 10 of this Contract; (9) the Provider, attempts to meet its obligations under this Contract through fraud, misrepresentation, or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described and defined in its Performance Improvement Plan (PIP); (11) the Provider fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement, or proof of tax status; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Contract; (14) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (**Attachment C**) and the State Affidavits (**Attachment D**) ☐ **Applicable** ☒ **Not Applicable** or (15) the Provider fails to fulfill in a timely and proper manner any or all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

In the event that the County determines certain Contract goals (as defined in the Scope of Services) are not being met then the County, in its sole discretion may place the Provider on a Performance Improvement Plan (PIP). The following is a delineation of some instances where a PIP may be required:

- a. **HMIS-** Based on Provider's past performance on prior contracts in the area of Homeless Management Information System compliance it is subject to a PIP during this contract term. The Provider is required to submit a Monthly Progress Report and an HMIS-generated Monthly Progress Report for each month of the contract. Compliance will be determined when it is deemed that the two (2) reports are in substantial conformity with each other for a period of two consecutive months. (Substantial conformity as meaning a minimum of 95% accuracy on all elements). At the time of compliance, the Provider shall only be required to submit the HMIS-generated Monthly Progress Report.

☐ **Applicable** ☒ **Not Applicable**

- b. **Utilization** – Based on Provider's past performance on prior contracts in the area of utilization compliance, this contract is subject to a PIP. During this contract term, the Provider must submit all invoices in a timely manner. The Provider shall invoice at a rate of 95% of targeted expenditures for the invoicing period. If the Provider fails to comply, all rights to payments will be forfeited if the County so chooses. Failure to submit accurate invoices for appropriately documented and eligible expenditures at a rate of 95% of targeted expenditures by the end of the third quarter of this contract term may result in the termination of this contract by the County.

☐ Applicable ☒ Not Applicable

- c. **Program Performance** – Based on Provider's past performance on prior contracts in the area of program goals and outcome objectives, this Contract is subject to a PIP. During this Contract term, the Provider must achieve those goals specified in the Contract. Performance against these annual goals shall be evaluated on a quarterly basis, and if by the end of the third quarter of the contract period substantial compliance (meeting the targeted goals) is not achieved, it may result in the termination of this contract with the County.

☐ Applicable ☒ Not Applicable

The above is subject to the review and approval of the County

B. **County Remedies.** If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof. In the event of termination, the County may: (a) request the return of finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing an action in a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be debarred from county contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. **Authorization to Terminate Contract.** The Mayor or the Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the Provider from performing any subsequent obligations strictly in accordance with the term of this Contract. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Contract specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

E. **Damages Sustained.** Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

ARTICLE 16. TERMINATION FOR CONVENIENCE

The County may terminate this Contract, in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with further expenditure of the funds. Both parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made it may terminate the grant in its entirety.

The County may also, in its sole discretion, terminate the contract.

The Provider understands and acknowledges that if the County determines in its sole discretion that termination of the Contract is necessary for the healthy, safety, or welfare of the County then it may do so upon twenty-four (24) hours notice to the Provider.

ARTICLE 17. PAYMENT PROCEDURES

The County agrees to pay the Provider for services rendered under this Contract based on the payment schedule, timely provision by the Provider of required reports and of supporting documentation of expenses and activities as described in this Contract, and the line item budget (**Attachment B**). Payment shall be made in accordance with procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

1. **How payment will be made.** Payment requests shall be made to the County on a monthly basis (up to two (2) months maximum) and shall be signed by the Executive Director and the Financial Officer of the Provider, unless otherwise

- approved in writing, on the form incorporated herein as **Attachment E "Primary Care Invoice for Services"**. The payment request for the previous month is due by the 5th of the month following the month for which payment is invoiced.
2. Any reimbursement may be withheld pending the receipt and approval by the County of all reports and documents required herein.
 3. Maximum monthly reimbursements are limited to N/A.
 4. As applicable, during the period of N/A through N/A, the Provider will submit a record of those individuals served utilizing Social Security Administration repayments as specified in the Scope of Services. The Provider will utilize these funds to serve those clients as specified and authorized in the Scope of Services.
 5. N/A Providers with cumulative utilization rates **greater** than ninety percent (90%) during the first nine (9) months of this Contract may exceed this maximum number of billable bed days during the last quarter of the Contract term, up to the total Contract award amount, with the prior approval of the Executive Director of the Homeless Trust.
 6. N/A Providers with cumulative utilization rates **lower** than ninety percent (90%) may be subject to a reduction in funding and beds, if deemed necessary by the Miami-Dade County Homeless Trust. Beds and funding may be reprogrammed as necessary and needed within the Continuum of Care. The Miami-Dade County Homeless Trust will conduct a review of the utilization of beds within the first six (6) months of the contract period.
 7. Within thirty (30) days of the termination or expiration of this Contract, a final report of expenditures shall be submitted to the County. If after the receipt of such final report, the County determined that the Provider has been paid funds not in compliance with the Contract, and to which it is not entitled, the Provider will be required to return such funds to the County or submit documentation demonstrating that the expenditure was in compliance with this Contract. The County shall have the sole and absolute discretion to determine if the Provider is entitled to such funds and the County's decision in this matter shall be final and binding.

B. **Monies Owed to the County:** The County reserves the right, in its sole discretion, to reduce payments to the Provider in order to recapture any monies owed to the County. In accordance with County Administrative Order No. 3-29, the Provider that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved payment plan.

This is a cost-based Contract in which the Provider shall be paid through reimbursement payment based on the budget approved under this Contract and when documentation of completed and satisfactory service delivery is provided. Thus, it is imperative that the Provider maintain appropriate supporting documentation for all expenditures from the beginning of the Contract term (i.e., receipts, bank statements, cancelled checks, employee timesheet, etc.).

The Provider shall submit to the Contract Manager, the Monthly Reimbursement form provided by the County on a monthly basis. Monthly reimbursement requests (both retroactive and

current) and accompanying supporting documentation must be received by the County no later than the 15th of the month following the month for which reimbursement is requested.

C. **No Payment of Subcontractors.** In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by the Provider following requirements and limitations as detailed in Article 21 of this Contract.

D. **Processing the Request for Payment.** After the County staff reviews the payment request, the County will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in Article 12 of this Contract, unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of submission by the Provider shall take a maximum of thirty (30) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

E. **Reporting Requirements.** Failure to submit to the County the reports listed below in a manner deemed correct and acceptable by the County by the 15th day after the end of the month in which the service was delivered, or failure to submit to the County supporting documentation of Contract expenditures or activities within fourteen (14) days of any County request, shall be considered a breach of this Contract and may result in withholding payment, non-payment, or termination of this Contract.

Applicable as indicated

- | | |
|--|-------------------------------------|
| 1. Monthly Report of Disbursement-Invoice (Attachment E) | <input checked="" type="checkbox"/> |
| 2. Monthly and Final Performance Report Form (Attachment G) | <input checked="" type="checkbox"/> |
| 3. Outcome Performance Measurements Monthly Report (Attachment H) | <input checked="" type="checkbox"/> |
| 4. Client Contribution Report (Attachment I) | <input type="checkbox"/> |
| 5. Client Attendance Roster (Attachment J) | <input type="checkbox"/> |
| 6. Quarterly Vacancy / Permanent Housing Placement Report(Attachment K) | <input type="checkbox"/> |

Performance Reports. The Provider agrees to participate in the Homeless Management Information System (HMIS) selected and established by the County. Participation will include, but is not limited to, input of client data upon intake, daily updates of bed availability information, as well as updates of client files upon client contact, and maintaining current data for statistical purposes. The Provider understands that they are responsible for any ongoing cost to access the HMIS system. The Provider shall furnish the County with Monthly, Quarterly, and Annual Performance Reports in accordance with the activities and goals detailed in the Scope of Services. The reports shall explain the Provider's progress for the quarter. The data should be quantified when appropriate. The final progress report shall be due no later than thirty (30) days after the expiration or termination of this Contract. Continuation of this Contract and funding is contingent upon meeting established performance goals. Progress reports, produced through the Homeless Management

Information System (HMIS) invoices for services and client attendance rosters signed by the Executive Director of the agency shall be submitted by the Provider, as required.

F. **Final Report/Recapture of Funds.** Upon the expiration or termination of this Contract, the Provider shall submit the final Annual Performance Report and Annual Actual Expenditure Report (**Attachment L**) to the County no later than thirty (30) days after the expiration or termination of this Contract. If after receipt of such final reports, the County determines that the Provider has been paid funds not in accordance with the Contract, and to which it is not entitled, the Provider shall return such funds to the County, or the County may reduce, by the amount of such funds, from any subsequent payment to which the Provider is entitled, or the Provider may submit appropriate documentation within seven (7) days of notice from the County. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision on this matter shall be final and binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

Additionally, the Provider agrees to assign any proceeds to the County from any contract, including this Contract, between the County, its agencies or instrumentalities and the Provider or any firm, corporation, partnership or joint venture in which the Provider has a controlling financial interest in order to secure repayment of any reimbursements for services provided under this or any other contract for which the County discovers was not reimbursable through its inspection, review and/or audit pursuant to this Contract.

ARTICLE 18. PROHIBITED USE OF FUNDS

A. **Adverse Actions or Proceeding.** The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials. The Provider shall not utilize County funds to provide legal representation, advice, or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials.

B. **Religious Purposes.** County funds shall not be used for religious purposes.

C. **Commingling Funds.** The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources. The Provider shall establish a separate account exclusively for receipt of the funds received pursuant to this Contract.

D. **Double Payments.** Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

ARTICLE 19. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW

A. **Certificate of Corporate Status.** The Provider must submit to the Contract Manager, within thirty (30) days from the date of execution of this Contract, a certificate of corporate status in the name of the Provider, which certifies the following: that the Provider is

organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Providers most recent annual report has been filed; that its status is active; and that the Provider has not filed Articles of Dissolution.

B. Board of Director Requirements. The Provider shall ensure that the Provider's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this Contract funded through County Funds by passage of a formal resolution authorizing execution of this Contract with the County. A copy of this corporate resolution must be submitted to the County prior to contract execution. A current list of the Provider's Board of Directors and officers must be included with the submission. The Provider acknowledges and understands that all contract documents shall be signed by either the Provider's President or Vice President. The Provider's resolution shall at a minimum: list the name(s) of the Board's President, Vice President and, only in the event that the President or Vice President is not available to execute the contract documents, any other persons authorized to execute this Contract on behalf of the Provider; affirmatively state that a quorum was present at the time of adoption of the resolution; and reference the service categories and dollar amounts in the award, as may be amended.

C. Proof of Tax Status. The Provider is required to submit to the County the following documentation: (a) W-9 Form (**Attachment M**); (b) The I.R.S. tax exempt status determination letter; (c) the most recent I.R.S. form 990; (d) the annual submission of I.R.S. form 990 within (6) months after the Provider's fiscal year end; (e) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the form 941 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends.

D. Conflicts of Interest. Section 2-11.1(d) of Miami-Dade County Code as amended, requires any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County competing or applying for any such contract as it pertains to this solicitation, to first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Further, any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Contract voidable.

E. Accounting Records. The Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by the Provider for no less than three (3) years beyond the term of this Contract, and shall be made available for review upon request from County authorized personnel.

F. Financial Audit. If the Provider has or is required to have an annual certified public accountant's opinion and related financial statements, the Provider agrees to provide these documents to the County no later than one hundred eighty (180) days following the end of the Provider's fiscal year, for each year during which this Contract remains in force or until all funds received pursuant to this Contract have been so audited, whichever is later.

G. **Access to Records: Audit.** The County reserves the right to require the Provider to submit to an audit by an auditor of the County's choosing or approval. The Provider shall provide access to all of its records which relate to this Contract at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to ensure compliance with applicable accounting and financial standards.

H. **Quarterly Reviews of Expenditures and Records.** The County Commission Auditor may perform quarterly reviews of Provider's expenditures and records. Subsequent payments to the Provider shall be subject to a satisfactory review of Provider's records and expenditures by the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Provider agrees to reimburse the County for ineligible expenditures as determined by the County Commission Auditor.

I. **Quality Assurance / Recordkeeping.** The Provider shall maintain, and shall require that the Provider's subcontractors and suppliers maintain, complete and accurate program and fiscal records to substantiate compliance with the requirements set forth in the **Attachment A, Scope of Services**, of this Contract. The Provider and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Contract for a period of ☒ three (3) years or ☐ _____ years (for State contracts) from the expiration date of this Contract.

The Provider agrees to participate in evaluation studies, quality management activities, Corrective Action Plan activities, and analyses carried out by or on behalf of the County to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the Provider shall allow authorized County staff involved in such efforts to examine and review the Provider's premises and records.

J. **Confidentiality Requirements.** The Provider shall establish and implement policies and procedures which ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. The policies and procedures must ensure that:

- (1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;
- (2) Confidential records are not removed from the Provider's premises, unless otherwise authorized by law or upon written consent from the County;
- (3) Access to confidential information is restricted to authorized personnel of the Provider, the County, the United States Department of Health and Human Services, the United States Comptroller General, and/or the United States Office of the Inspector General;

Provider
Department of Children and Families Homeless Prevention Grant Program
Grant Number: KPZ28

- (4) Records are not left unattended in areas accessible to unauthorized individuals;
- (5) Access to electronic data is controlled;
- (6) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating Provider site;
- (7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;
- (8) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

K. Monitoring: Management Evaluation and Performance Review. The Provider agrees to permit County authorized personnel to monitor, review and evaluate the program/work which is the subject of this Contract. The County shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Contract. The Provider shall permit the County to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time the County may suspend payments or terminate this Contract. The County may conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Contract and funding are dependent upon the County being satisfied with the results of the evaluations.

L. Client Records. The Provider shall maintain a separate individual client chart for each client/family served, where appropriate. This client chart shall include all pertinent information regarding case activity. At a minimum, the client chart shall contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the type of service provided. These client charts shall be subject to the audit and inspection requirements under Article 19, Sections F, G and H of this Contract.

M. Disaster Plan/Continuity of Operations Plan (COOP). The Provider shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Florida Statutes related to Emergency Management that are applicable to the Provider. The Disaster Plan/COOP must be submitted to the County no later than April 1st of the contract term and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site.

N. Continuum of Care (CoC) Coordinated Intake and Assessment Process

The Provider shall participate in the Continuum of Care's (CoC) Coordinated Intake and Assessment process, to include, but not limited to: participation in the CoC's defined process to make and receive referrals for housing and/or services (including the use of the Homeless Management Information System (HMIS) for such, if required in the Standards of Care); use of any forms required (e.g. Release of Information, Homeless Verification Form, Chronic Homeless Verification Form, etc.); compliance with established Standards of Care (and any revisions thereof) relating to eligibility criteria and timely processing of referrals; and cooperation with established prioritizations for placement.

O. Public Records

Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Provider shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

Provider's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Provider does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the County may, at the County's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

ARTICLE 20. Office of Miami-Dade County Inspector General

Miami-Dade County has established the Office of the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector general is empowered to analyze the necessity of and reasonableness of proposed charge orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontractors and all other agreements executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

ARTICLE 21. SUBCONTRACTORS and ASSIGNMENTS

A. **Subcontracts.** The parties agree that no assignment or subcontract will be made or let in connection with this Contract without the prior written approval of the County in its sole discretion, which shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by all of the terms and conditions of this Contract.

- 1) If the Provider will cause any part of this Contract to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Provider; and the Provider will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Provider. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Provider.
- 2) The Provider, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Provider not to award any subcontract to a person, firm, or corporation disapproved by the County in its sole discretion.
- 3) Before entering into any subcontract hereunder, the Provider will inform the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- 4) In order to qualify as a Subcontractor satisfactory to the County in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Contract.
- 5) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Contract. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Provider shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such

subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations; and the option to pay the Subcontractor directly for the performance by such subcontractor. The foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

B. **Prompt Payments to Subcontractors.** The Provider shall issue prompt payments to subcontractors that are small businesses (annual gross sales of \$750,000 or less with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within thirty (30) days of receipt of a proper invoice. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Contract or debarment.

ARTICLE 22. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Provider agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County's orders, statutes, ordinances, rules and regulations that may pertain to the Services required under this Contract, including but not limited to:

- a) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- b) Miami-Dade County Code, Chapter 11A, including but not limited to Articles III and IV. All Providers and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment and services without regard to race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Equal Opportunity Board or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- c) Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 et seq. of the Code of Miami-Dade County, as amended.
- d) Miami-Dade County Code Section 10-38, Debarment of contractors from County work.

Provider _____
Department of Children and Families Homeless Prevention Grant Program
Grant Number: KPZ28

- e) Miami-Dade County Ordinance 99-5, codified at 11A-60 et seq. Code of Miami-Dade County pertaining to complying with the County's Domestic Leave Ordinance.
- f) Miami-Dade County Ordinance 99-152 codified at Section 21-255 et seq. prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- g) Miami-Dade County Resolution 478-12. The Provider will not use products or foods containing "pink slime," as defined in Resolution 478-12 of the Board of Miami-Dade County Commissioners, in food that is provided or served pursuant to this agreement."

Notwithstanding any other provision of this Contract, Provider shall not be required pursuant to this Contract to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Provider, constitute a violation of any law or regulation to which Provider is subject, including but not limited to laws and regulations requiring that Provider conduct its operations in a safe and sound manner.

ARTICLE 23. MISCELLANEOUS

A. **Publicity.** It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Contract shall recognize and adequately reference the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County (by inserting the Miami-Dade County Homeless Trust Logo on all materials) for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official Miami-Dade County Homeless Trust logo is permissible for the publicity purposes stated herein. Provider shall submit sample or mock up of such publicity or materials to the County for review and approval. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this Contract, are informed that the County is its funding source.

B. **Governing Law and Venue.** This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Contract shall be Miami-Dade County, Florida.

C. **Modifications.** Any alterations, variations, modifications, extensions, or waivers of provisions of this Contract including, but not limited to, amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

The County and Provider mutually agree that modification of the Scope of Services, schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be made as a written amendment to this Contract executed by both parties.

The Mayor or the Mayor's designee is authorized to make modifications to this Contract as described herein on behalf of the County.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed modifications to this Contract.

D. **Counterparts.** This Contract is executed in three (3) counterparts, and each counterpart shall constitute an original of this Contract.

E. **Headings, Use of Singular and Gender.** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires.

F. **Review of this Contract.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

G. **The County's Consultant.** The Provider understands that in order to facilitate the implementation of this Contract, the County may from time to time designate in writing a development consultant to work with the Provider. The County's consultant shall be considered the County's designee with respect to all portions of this Contract with the exception of those provisions relating to payment of the Provider for services rendered. The County shall provide written notification to the Provider of the name, address, and employees of the County's consultant.

H. **Contracts with Municipalities or Counties Outside Miami-Dade County to Provide Homeless Housing in Miami-Dade County.** The Provider desiring to transact business or enter into a Contract with the County for the provision of homeless housing and/or services swears, verifies, affirms and agrees that (1) it has not entered into any current contract, arrangement of any kind, or understanding with any municipality outside of Miami-Dade County or any County (collectively "locality") to provide housing and services for homeless persons in Miami-Dade County who are transported to Miami-Dade County by or at the behest of such locality and (2) during the term of this Contract, it will not enter into any such contract, arrangement of any kind, or understanding; provided, however, upon the written request of the Provider prior to entering into such contract, understanding that the County may, in its sole and absolute discretion, find and determine within sixty (60) days of such request that a proposed contract should not be prohibited hereby, as the best interests of the homeless programs undertaken by and on behalf of Miami-Dade County would not be negatively affected by such contract, arrangement, or undertaking.

I. **Incident Reports.** The Provider must report to the Miami-Dade County Homeless Trust information related to any critical incidents occurring during the administration of its programs. The Provider is to utilize the "Incident Report" form attached as **Attachment N**. In addition to reporting this incident to the appropriate authorities, the Provider must within twenty-four (24) hours of any incident, submit in writing a detailed account of the incident. This

Provider _____
Department of Children and Families Homeless Prevention Grant Program
Grant Number: KPZ28

incident report should be addressed to the County. This incident report should be addressed to Miami-Dade County Homeless Trust, 111 NW First Street, 27th Floor, Suite 310, Miami, Florida 33128; telephone (305) 375-1490 and facsimile (305) 375-2722.

J. Totality of Contract / Severability of Provisions. This Contract and Attachments, with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

K. Property. This section applies to equipment with an acquisition cost of \$5,000 or more per unit and all real property.

- a. Any real property under the Provider's control that was acquired/improved in whole or in part with funds from the Homeless Trust and any equipment purchased for \$5,000 or more shall be disposed of, at the expiration or termination of this contract, in accordance with instruction from the Homeless Trust. Real Property is defined as land, including land improvements, structures, and appurtenances thereto, including movable machinery and equipment. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- b. All equipment with an acquisition cost of \$5,000 or more per units and all real property purchased in whole or in part with funds from this and previous contracts with the Homeless Trust, or transferred to the Provider after being purchased in whole or in part with funds from the Homeless Trust shall be listed in the property records of the Provider and shall include a legal description, size, date of acquisition, value at time of purchase, owner's name if different from the Provider, information on the transfer or disposition of the property, and map indicating whether property is in parcels, lots or blocks and showing adjacent streets and roads. Notwithstanding documentation required for reimbursement purposes, a copy of the purchase receipt for any asset described above purchased with Homeless Trust funds must also be included in the Provider's monthly reimbursement package submitted to the Homeless Trust in the month in which the item was purchased along with the "Provider Asset Inventory" (Attachment O).
- c. All equipment with an acquisition cost of \$5,000 or more per unit and all real property shall be inventoried annually by the Provider and an inventory report shall be submitted to the Homeless Trust. This report shall include the elements listed in the paragraph listed above.

Provider _____
Department of Children and Families Homeless Prevention Grant Program
Grant Number: KPZ28

L. This Agreement has no intended or unintended third party beneficiaries.

Attachment A:	Scope of Services
Attachment A-1:	Florida Department of Children and Families Contract Agreement and Attachments
Attachment B:	Budget/Match Requirements
Attachment C:	Miami Dade County Affidavits
Attachment D:	State Affidavits
Attachment E:	Monthly Report of Disbursement-Invoice/Expenditure Report
Attachment F:	2014-2015 Monthly Status Report
Attachment G:	Monthly and Final Performance Report Form
Attachment H:	Performance Data Report
Attachment I:	Client Contribution Report (Not Applicable)
Attachment J:	Client Attendance Roster (Not Applicable)
Attachment K:	Vacancy/Permanent Housing Placement Report (Quarterly) (Not Applicable)
Attachment L:	Annual Performance Report & Annual Actual Expenditure Report (Not Applicable)
Attachment M:	W-9 Form
Attachment N:	Incident Report
Attachment O:	Provider Asset Inventory Report
Attachment P:	Client Services Certification Form

No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and ordinance.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Provider _____
Department of Children and Families Homeless Prevention Grant Program
Grant Number: KPZ28

IN WITNESS WHEREOF, the parties have executed this Contract, along with all of its Attachments, effective as of the contract date herein above set forth.

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Authorized Person OR
Notary Public

Print Name: _____
Title: _____

Corporate Seal OR Notary Seal/Stamp:

MIAMI-DADE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: _____
Print Name: _____